



STATE OF MONTANA

REQUEST FOR PROPOSAL (RFP)

FOR INFORMATION TECHNOLOGY

RFP Number:
RFP0910032-JG

RFP Title:
User Acceptance Testing of the M-SPIRIT transfer system

RFP Response Due Date and Time:

May 22, 2009
2:00 PM, Local Time

Number of Pages: 60

ISSUING AGENCY INFORMATION

Procurement Officer:
Jennifer Garza

Issue Date:
April 8, 2009

State of Montana
Department of Public Health & Human Services
Business & Financial Services Division
Central Purchasing Office
111 N Sanders, Rm 8
Helena, MT 59601

Phone: (406) 444-2851
Fax: (406) 444-7358
TTY Users, Dial 711

Website: <http://vendor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:
State of Montana
Department of Public Health & Human Services
Business & Financial Services Division
Central Purchasing Office
111 N Sanders, Rm 8
Helena, MT 59601

Mark Face of Envelope/Package:

RFP Number: RFP0910032-JG
RFP Response Due Date: May 22, 2009 2:00 PM

Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

TABLE OF CONTENTS

PAGE

INSTRUCTIONS TO OFFERORS	3
SCHEDULE OF EVENTS	4
SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS	5
1.0 PROJECT OVERVIEW	5
1.1 CONTRACT TERM	5
1.2 SINGLE POINT OF CONTACT	5
1.3 REQUIRED REVIEW	5
1.4 PRE-PROPOSAL CONFERENCE	6
1.5 GENERAL REQUIREMENTS	6
1.6 SUBMITTING A PROPOSAL	7
1.7 COST OF PREPARING A PROPOSAL	7
SECTION 2: RFP STANDARD INFORMATION	9
2.0 AUTHORITY	9
2.1 OFFEROR COMPETITION	9
2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION	9
2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS	9
2.4 STATE'S RIGHTS RESERVED	11
2.5 DEPARTMENT OF ADMINISTRATION POWERS AND DUTIES	11
2.6 COMPLIANCE WITH STATE OF MONTANA IT STANDARDS	11
SECTION 3: SCOPE OF PROJECT	13
3.1 INTRODUCTION	13
3.2 SOLICITATION INSTRUCTIONS AND CONDITIONS	13
3.3 CURRENT PROCESSING ENVIRONMENT	14
3.4 WORKLOAD DATA	16
3.5 NEW SYSTEM ENVIRONMENT	17
3.6 SERVICES TO BE PROVIDED	19
3.7 PERSONNEL REQUIREMENTS	20
3.8 SERVICES AND DELIVERABLES	20
3.9 MANAGEMENT PLAN	20
3.10 PROPOSAL STRUCTURE AND CONTENT	22
3.11 EVALUATION OF PROPOSALS AND CONTRACT AWARD	22
3.12 PROJECT TIMELINE	23
SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS	24
4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT	24
4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS	24
SECTION 5: COST PROPOSAL	26
SECTION 6: EVALUATION PROCESS	27
6.0 BASIS OF EVALUATION	27
6.1 EVALUATION CRITERIA	27
APPENDIX A: STANDARD TERMS AND CONDITIONS	29
APPENDIX B: INFORMATION TECHNOLOGY CONTRACT	32
APPENDIX C: STATEMENT OF WORK – USER ACCEPTANCE TESTING SERVICES FOR WIC SPIRIT TRANSFER AND M-SPIRIT IMPLEMENTATION	43
APPENDIX D: FEDERAL SPECIAL PROVISIONS	54
ATTACHMENTS	60

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet.

Signed Addenda (if appropriate).

Address all mandatory requirements (per Section 1.5.3)

Point-by-Point response to all sections and subsections (per Section 1.6.1).

Response to Appendices A & B (per Section 1.6.1).

Complete answers to all requirements of Sections 3, 4, and 5, inclusive of detailed response to the scope of work as presented in Appendix C, Statement of Work - USER ACCEPTANCE TESTING SERVICES FOR WIC SPIRIT TRANSFER AND M-SPIRIT IMPLEMENTATION

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2).

Signed Federal Special Provisions forms specified in Appendix D

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	April 8, 2009
Deadline for Receipt of Written Questions	April 14, 2009
Deadline for Posting Written Responses to the State's Website	April 23, 2009
RFP Response Due Date.....	May 22, 2009
Intended Date for Contract Award.....	June 12, 2009

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Public Health and Human Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) (hereinafter referred to as “the State”) is seeking a Contractor to successfully provide information technology services to accomplish User Acceptance Testing of the Successful Partners In Reaching Innovative Technology (SPIRIT) State Agency Model (SAM) system to replace the current WIC information system. The SPIRIT system is a fully tested system being transferred into Montana. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 1 year beginning upon contract signing and ending July 9, 2010. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 3 years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Jennifer Garza**, the Procurement Officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Jennifer Garza
Address: 111 N Sanders Rm 8 Helena MT
Telephone Number: 406-444-2851
Fax Number: 406-444-7358
E-mail Address: jgarza@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Procurement Officer referenced above on or before April 14, 2009. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by April 23, 2009 to all questions received by April 14, 2009. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://gsd.mt.gov/osbs> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 PRE-PROPOSAL CONFERENCE

There is no Pre-Proposal Conference for this RFP.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.5.3 Not Used.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.5.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of

Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. ***A point-by-point response to all numbered sections, subsections, and appendices is required.*** If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.6.4 Cost Proposals. Offerors ***must*** respond to this RFP by providing a fixed cost price amount as required in Section 5. This will serve as the primary representation of each offeror's cost/price, and will be used in proposal evaluations. Additional information may be included to explain in detail the offeror's cost/price.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and 5 copies** to the Department of Public Health and Human Services. In addition to the hard copies required, offerors must provide an electronic copy of their proposal. This may be provided in any combination of MS-Word (.doc), MS-Excel (.xls), MS-Project (.mpp) or Adobe Acrobat (.pdf) electronic file. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP0910032-JG. ***Proposals must be received at the desk of the Procurement Officer prior to 2:00PM, local time, May 22, 2009. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the Procurement Officer.***

1.6.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the

preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the Procurement Officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the Procurement Officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the

RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The Procurement Officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve **75% of the total available points for Sections 4.1.1, 4.1.2, 4.1.3, and 3.8/4.1.4 (or a total of 1,500 points)** will be deemed non-responsive. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract

performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The Procurement Officer will notify all other offerors of the State's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (section 18-4-307, MCA);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

2.5 DEPARTMENT OF ADMINISTRATION POWERS AND DUTIES

The Department of Administration is responsible for carrying out the planning and program responsibilities for information technology (IT) for state government. (Section 2-17-512, MCA) The Chief Information Officer is the person appointed to carry out the duties and responsibilities of the Department of Administration relating to information technology. The Department of Administration shall:

- review the use of information technology resources for all state agencies;
- review and approve state agency specifications and procurement methods for the acquisition of information technology resources; and
- review, approve, and sign all state agency IT contracts and shall review and approve other formal agreements for information technology resources provided by the private sector and other government entities.

2.6 COMPLIANCE WITH STATE OF MONTANA IT STANDARDS

The offeror is expected to be familiar with the State of Montana IT environment. All services and products provided as a result of this RFP must comply with all applicable State of Montana IT policies and standards in effect at the time the RFP is issued. The offeror must request exceptions to State IT policies and standards in accordance with Section 1.5 of this RFP. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception through the Department of Administration, Information Technology Services Division (ITSD). Offerors are expected to provide proposals that conform to State IT policies and standards. It is the intent of ITSD to utilize the existing policies and standards and not to routinely grant exceptions. The State reserves the right to address nonmaterial requests for exceptions with the highest

scoring offeror during contract negotiation.

The links below will provide information on State of Montana IT strategic plans, current environment, policies, and standards.

State of Montana Information Technology Strategic Plan
<http://itsd.mt.gov/stratplan/statewideplan.asp>

State of Montana Information Technology Environment
<http://itsd.mt.gov/techmt/compenviron.asp>

State of Montana IT Policies
<http://itsd.mt.gov/policy/itpolicy.asp>

State of Montana Software Standards
<http://itsd.mt.gov/policy/software.asp>

SECTION 3: SCOPE OF PROJECT

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified below, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

3.1 INTRODUCTION

About the program

The State of Montana, Department of Public Health and Human Services is responsible for the local administration and management of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) which is administered by the United States Department of Agriculture (USDA). WIC provides nutrition screening and education, access to preventive health programs and access to selected foods to supplement diets to low income, pregnant, lactating and postpartum women, infants and children up to age five who are at nutrition risk. Currently over 21,000 participants per month receive WIC benefits through 28 local WIC Programs (including seven Indian Reservations).

Additional information on program business may be found in the Montana WIC State Plan which is Attachment C.

High level task overview

The Montana WIC Program is managed and supported through the WIC Information and Management system which is in need of replacement due to escalating maintenance costs, changing program needs and aging system architectures. Additional information on the current MIS is included in section 3.3 CURRENT PROCESSING ENVIRONMENT.

The current MIS system is planned to be replaced by a new web based WIC management information system called Successful Partners In Reaching Innovative Technology (SPIRIT) which has been developed through a multi-state consortium as a State Agency Model (SAM) system designed to perform the general business of a state WIC program. The name for the Montana version of this WIC management system is to be the Montana SPIRIT (M-SPIRIT). The expected life of this system is fifteen (15) years. Additional information on the new system is included in section 3.5 NEW SYSTEM ENVIRONMENT.

The State has a PM/QA contractor to assist in overall project management, and an Implementation contractor to perform setup, data conversion and general system support. **It is the goal of this RFP to solicit services from a qualified contractor to provide expert User Acceptance Testing tasks for the successful transfer and implementation of the M-SPIRIT system. This contractor must have sufficient skills and resources, and must coordinate with the state, the project PM/QA contractor, and the implementation contractor to ensure that the User Acceptance Test tasks specified in the attached statement of work can be accomplished within the master project schedule. The preliminary project schedule presented in this RFP is negotiable.**

3.2 SOLICITATION INSTRUCTIONS AND CONDITIONS

Please see Sections 1 and 2 of this RFP.

3.3 CURRENT PROCESSING ENVIRONMENT

The contractor will be required to test data conversion. The following description gives some background on the system that data will be converted from.

The current WIC MIS was originally based upon a transfer system (a fully automated system designed, tested and implemented by Andersen Consulting, modifying systems from the Rhode Island WIC and Oklahoma WIC Programs), and is currently being maintained by WIC IT staff. The system can be considered archaic, as it was written in FoxPro and COBOL to work in a distributed, DOS environment.

The current system was intended primarily to automate food instrument issuance and did not provide any significant interaction with other systems. Over time (the system is approximately 14 years old) various additions and workarounds have permitted limited interfaces with other department public assistance programs.

Local program staff use the current system to gather participant data. The applicant is interviewed by a receptionist or aide, assigned a system identity and then given a certification appointment. At the certification appointment an aide enters demographic data and household income. From this information categorical, income and residential eligibility is determined. Anthropometric/biochemical and pregnancy history data (if applicable) is then collected and entered by an aide. A competent professional authority assigns nutrition risks and food package. Nutrition education is then provided to the applicant. This completes the eligibility determination, sets certification periods and allows the issuance of food benefits in the form of a food package on printed checks. An appointment for the next visit is made. Required documentation is maintained in a paper file. Additional appointments occurring during the certification period include nutrition education and/or anthropometric/biochemical data collection with the issuance of food benefits. Reapplication and an eligibility determination is made when the certification period ends. Other activities the current system can perform are scheduling appointments, automatic termination (ending certification) and reporting limited participant data. Staff roles are determined by security assignment and for some duties by Federal Regulations 7 CFR 246 which govern the program.

The current MT WIC system is a distributed database system.

Typical clinic operation involves downloading participant transfers and updating the local database at the start of each day, then performing their normal clinic operations using their local database, and then uploading their database changes to the state office at the end of each day.

The state office runs a batch process each night that:

- 1) Integrates the updates from all clinics into the main database
- 2) Generates an issuance data file that is sent to the banking contractor
- 3) Processes participant transfer requests,
- 4) Generates download files for each clinic,
- 5) Generates daily statistics and reports.

The current system uploads issuance data to the Montana banking contractor via an FTP file transfer to the bank hosted FTP site. The current system downloads redemption data from the bank hosted FTP site and automatically processes the redemption data for reconciliation purposes. The current system also interfaces with the Montana Medicaid and TANF/SNAP eligibility systems to allow clinic personnel to verify adjunctive eligibility. Since the adjunctive eligibility determination program is a standalone program, it will be used in conjunction with M-SPIRIT as long as needed.

MT WIC clinics utilize FOXPRO 9 as the database engine and user interface. Where multiple computers are utilized at a clinic, file sharing is the means to allow the computers to access the same database. The FoxPro program is supplemented by JAVA programs to perform participant lookups and facilitate Beginning Of Day and End Of Day file transfers to a central FTP site. Where internet connections are not available, PCAnywhere is used to transfer the Beginning Of Day and End Of Day files to the state office using a direct telephone connection.

The State uses a web server to support the participant lookup and the adjunctive eligibility functions. The State maintains an FTP site for managing Beginning Of Day and End Of Day files.

The State uses a set of Cobol programs supplemented by JAVA programs to perform the daily functions of processing clinic End Of Day files, processing bank paid files, generating issuance files for the bank, and creating Beginning Of Day files for the clinics.

The State uses a set of Cobol programs to produce monthly statistics and reports.

Vendor management is supported by a FoxPro database/user interface as well as an Access database/user interface as well as a JAVA application.

Food package management is supported by a FoxPro database/user interface.

Microsoft Remote Assistance, and PCAnywhere are the primary helpdesk tools.

MT WIC currently has three servers. One server is a simple file server for WIC related data files. One server is the production server that handles daily processing and monthly processing. The last server is a test server that has the same software set as the production server as well as a web server.

WIC IT utilizes FOXPRO 9 development environment for FoxPro programs, Eclipse development environment for JAVA and C++ programs, Microfocus development environment for COBOL programs, Microsoft Visual Source Safe for source file version control, and Bugbase as our issue tracking system.

Additional, detailed information on the current MT WIC system may be found in Attachment A – Data Dictionary

3.4 WORKLOAD DATA

The Montana WIC Program has the following characteristics:

- The average monthly caseload in FFY 2008 was 21,102.
- There are estimated to be approximately 31,746 potential women, infants and children statewide.
- Approximately 66.48% of the potentially eligible are served.
- It is 100% federally funded.
- As of October 1, 2008, there were 27 local agencies providing WIC services in all 56 counties and 7 reservations through 92 service sites.
- Over 225 grocery stores and pharmacies accept WIC checks statewide.
- For 2008 Montana:
 - Took in an average of 1020 new cases per month with a maximum of 1167 new cases in a month.
 - Issued an average of 59596 checks per month with a maximum of 64612 checks in a month.
 - Issued an average 2582 obligations for each day WIC operated and issued a maximum of 4470 checks in a single day.
 - Certified an average of 155 participants for each day WIC operated and certified a maximum of 281 participants in a single day.
 - Had an average of 94 people working for each day WIC operated and had a maximum of 115 people working in a single day.

Montana is the fourth largest state in the United States, but ranks 44th in terms of population. With 902,195 residents and 145,552 square miles of land, Montana's population density as of 2000 is 6.2 people per square mile. According to 2000 Census data, Montana was one of only 7 states with a population under 1 million and one of only five states with a population density under 10 people per square mile.

The following table shows growth estimates for the next 15 years.

Estimates	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Total Population	968598	975263	981733	987918	993847	999489	1004798	1009805	1014482	1018788	1022735	1026314	1029536	1032468	1035086
Potential Eligible	32232	32454	32669	32875	33072	33260	33437	33603	33759	33902	34034	34153	34260	34357	34445
Caseload	22562	22718	22868	23012	23151	23282	23406	23522	23631	23732	23823	23907	23982	24050	24111

Local WIC clinic services are provided in a range of office settings, from full-time urban multi-station with shared/integrated services to rural single person to mobile with laptops. Hours of work include full- and part-time. Connectivity may be by dial-up or through the state sponsored network with varying speed connections.

3.5 NEW SYSTEM ENVIRONMENT

The new system to be implemented is a transfer of SPIRIT SAM and is an on-line, real time, Web-based system that will automate a number of functions at both the local service delivery sites and the state office. The system was developed using Microsoft Smart Client technology.

Montana Information Systems Bureau will host the application. The new system will be hosted on its own database servers and web servers which will be integrated onto Montana's active directory. Montana will purchase database servers and web servers consistent with SPIRIT specifications. The new system will communicate with Montana's current banking contractor, FSMC using the same interface specification as between FSMC and the SPIRIT installation for Chickasaw Nation. The new system will utilize a mix of online and offline clinics. Montana expects to utilize existing workstations (desktops and laptops) and printers at service sites, but will be purchasing new scanners and signature pads consistent with SPIRIT specifications. The current workstations are all less than three years old and the printers are less than 5 years old.

The following information on the SPIRIT system was drawn from the material on the SPIRIT system provided in the public domain by USDA/FNS.

The SPIRIT WIC system is a collection of applications that provide functionality that enables a state to provide benefits to participants in the federally funded WIC program (Women, Infants, and Children). The WIC program provides benefits in the form of food instruments (checks and/or vouchers) and nutrition education to families that qualify to participate in the program. The SPIRIT WIC system is grouped into 4 major functional areas; Participant Management, Vendor Management, Financial Management, and System Administration.

Participant Management

Individuals apply for participation via the applicant prescreening process. In MT WIC prescreening is conducted either by phone at initial contact or in person at the initial appointment or walk-in visit. The prescreening process assesses the applicant's risk factors, categorical eligibility and preliminary income eligibility, and determines if the applicant needs fit within the services being provided and the categories and priorities currently being served by MT WIC. If the applicant does not pass the prescreening process they are given a notice of ineligibility. Once the applicant passes the prescreening process a more detailed certification process is performed. Once the applicant is certified they are eligible to participate, (hence the term *Participant*), in the WIC program until their certification period ends. (Basically this means that they can receive program benefits.)

Vendor Management

Participants receive benefits in the form of food instruments (checks and/or vouchers). Food instruments are non-transferable, non-negotiable documents redeemable for specific food stuffs at participating vendor locations. Locations wishing to participate as WIC Vendors must apply and comply with specific regulations. The system supports this activity by providing for collection and retention of vendor applicant information. Initial identifying information (e.g., vendor name, address, contact information, type of business, etc.) may be submitted on-line. In addition, the system allows for on-line entry of food price survey information utilized by the Program in support of vendor authorization determinations. The system also tracks the vendor application and authorization process. For all authorized vendors, the system supports vendor management with analytical reporting on vendor transactions, fraud and abuse detection and prevention, routine vendor monitoring activities, and vendor compliance activities, inclusive of recording and tracking sanctions and terminations.

Financial Management

The Financial Management portion of the system allows the state to manage the systems general ledger and rebate agreement information.

System Administration

Like any other system, administrative tasks like user maintenance and reference data updates must be performed. In addition, regularly scheduled activities must be conducted in order to keep the system up-to-date. Typically these activities are conducted at the end of each day and at the end of each month.

End of day activities include, but are not limited to importing and exporting issuance data, bank payment files, vendor survey data, and food instrument data. This data is distributed to the local state agency, the USDA/FNS, the CDC and the appropriate banking institutions. End of month activities generate a number of statistical reports used by the local state agency, the USDA/FNS, and the CDC to monitor different aspects of the program.

Ad hoc activities are also conducted on an as needed basis. These activities include, but are not limited to managing the State-Agency-Clinic hierarchy, resource availability, scheduling group education and immunization sessions at local clinics, and system database management. Most WIC programs are administered within a state at 3 levels; the State Office, Local Agency, and Clinic Site. A State has one or more Agencies covering mutually exclusive geographic regions within the state. An Agency has one or more Clinics covering smaller mutually exclusive geographic areas within the agency's region. The primary role of the Clinic is to enroll and provide services and benefits to participants. The State is focused on managing vendor relationships. The State [office] is primarily concerned with overall program administration.

Architectural Overview

The SPIRIT project uses a "Rich Client" application that leverages the application independent connectivity of the World Wide Web (typically only leveraged by a thin client application) with the processing power and localization benefits of a traditional thick client desktop application. This combination resolves the concerns of insufficient thin client processing power and excessive "round trips" as well as the client/server data access latency issues traditionally associated with a thick client application. .NET Web Services are used to provide a *Service Oriented Architecture* that communicates with a Central Data Repository while .NET Remoting is used to share information that is exchanged between the various applications running on a client machine (e.g., user privileges).

Component-Based Development is used to create a set of re-usable software artifacts organized into an n-tiered architecture. The various tiers are described in brief below.

UI Components address the visual needs of the application and provide interfaces to support business process workflows. A rich client application was selected as the best fit for this project given the requirements.

UI Process Components are used to manage the aforementioned user interface workflows. These are somewhat similar to the "controller" in a "model-view-controller" architecture. This particular application implements basic non-modal and modal form management within processes in conjunction with .NET Remoting for inter-process communication and workflow management. Service Interfaces provide a "store front" that can be used as the focal point for the service oriented architecture. These services provide a layer of abstraction over the business workflows, components, and entities described below.

Business Workflows are used to aggregate a number of business components and interrelated business rules into a logical sequence of events, activities, and/or tasks.

Business Components are used to aggregate a number of business entities into a set of discrete logical transactions each contain pertinent business logic relative to the logic transaction. Business Entities normally are the smallest atomic unit in the solution and typically represent a data attributes aggregated in objects. These objects typically represent a row or collection of rows from a table or view from a data source or an [abstract] object returned from a service invocation.

Data Access Logic Components & Data Services are treated as separate tiers in the architecture but are best explained together. The data access logic is typically a set of objects used to exchange data attributes between the client and the central data store. These objects are horizontal in nature and do not have any business context, rather they are set of "generic components" that can be targeted at one or more data sources. Data sources are typically databases or files containing information utilized by the client. The SPIRIT system Service Agents & Services as well are separate tiers in the architecture but are best described together. Service agents provide the client-side wrapper around consumable services. Services are "published" for consumption either internally, externally, or both. Note the services do not need service agents in order to be published. The system leverages stateless .NET Web Services that are consumed by the various client applications via service agents. These service agents are capable of routing requests to either the corresponding remote service located at the central data store or to a local data store via the appropriate components from the service interface layer of the architecture. This dynamic runtime routing is based the online or offline state of the applications. In this vein it is evident that the service interfaces published within the context of this application can be considered as external services that can be consumed by other authorized parties.

Communication between the various client applications within a session is achieved using .NET Remoting where appropriate. Communication between the data sources is achieved using a Service Oriented Architecture (SOA). Using an SOA allows the data service to dynamically route the request to the appropriate data source. Service requests routed to remotely located Web Services are expressed as XML and communicated using HTTPS (Secured Hyper Text Transport Protocol). Service requests being routed to local data stores are left in their native business object constructs.

Security with regard to communications is achieved by using SSL to encrypt the XML service payloads being exchanged. Application security is controlled by a specialized application authentication and authorization model that leverages a database driven user profile and role-based privilege model to control access to various application features. Customized credentials are used to exchange tokenized authentication during service invocations.

Software updates are automatically identified at the start of each application session by using a combination of software manifest files and delta database change logic. These updates are then downloaded by the client using practices described in Microsoft's Smart Client Architecture Guide.

Additional information, inclusive of detailed technical specifications documents (DTSD) and detailed functional design documents (DFDD) may be found in Attachment B.

3.6 SERVICES TO BE PROVIDED

Detailed requirements for the deliverables and services to be provided under this RFP are contained in the statement of work titled "User Acceptance Testing Services for WIC SPIRIT Transfer and M-SPIRIT Implementation" (Appendix C) which is attached and hereby made part of this request for proposal. **The offeror is required to provide a detailed work plan addressing the accomplishment of these tasks and deliverables. Merely repeating the tasks and deliverables as described in Appendix C will be deemed non-responsive.**

3.7 PERSONNEL REQUIREMENTS

It is MT WIC's intention to allow the successful offeror to propose staffing as they deem adequate to fulfill the Project tasks and objectives. However, MT WIC expects that such staffing would include the following areas of expertise:

- Project Manager;
- Technical Writer(s),
- Business Analyst(s),
- Database Analyst(s); and,
- Testing Staff;

3.8 SERVICES AND DELIVERABLES

A list of services and deliverables to be priced are included in the Cost section of this RFP. These services and deliverables are fully defined in the statement of work titled "User Acceptance Testing Services for WIC SPIRIT Transfer and M-SPIRIT Implementation" (Appendix C) which is attached and hereby made part of this request for proposal.

The following applies to deliverable acceptance:

- All electronic document deliverables must be developed using Department approved software (i.e., MS Word 2003, MS Excel 2003, MS Visio 2003, MS Project 2003, and Adobe). The Department must approve any exceptions to this list.
- Each deliverable will be submitted to the Department with a Deliverable Acceptance Request (DAR) form, provided by the Department.
- Montana WIC will be solely responsible for providing formal approval of all contract deliverables.
- The contractor shall perform all services to the sole satisfaction of the state agency.
- Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, the state agency may withhold payment or reject invoices under this contract.
- If a request by the Contractor for payment or reimbursement is denied, the state agency shall provide the Contractor with written notice of the reason(s) for denial.

3.9 MANAGEMENT PLAN

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the State's project schedule.

Offerors are to provide a detailed description of their project management approach including their approach to the following project management tasks and activities:

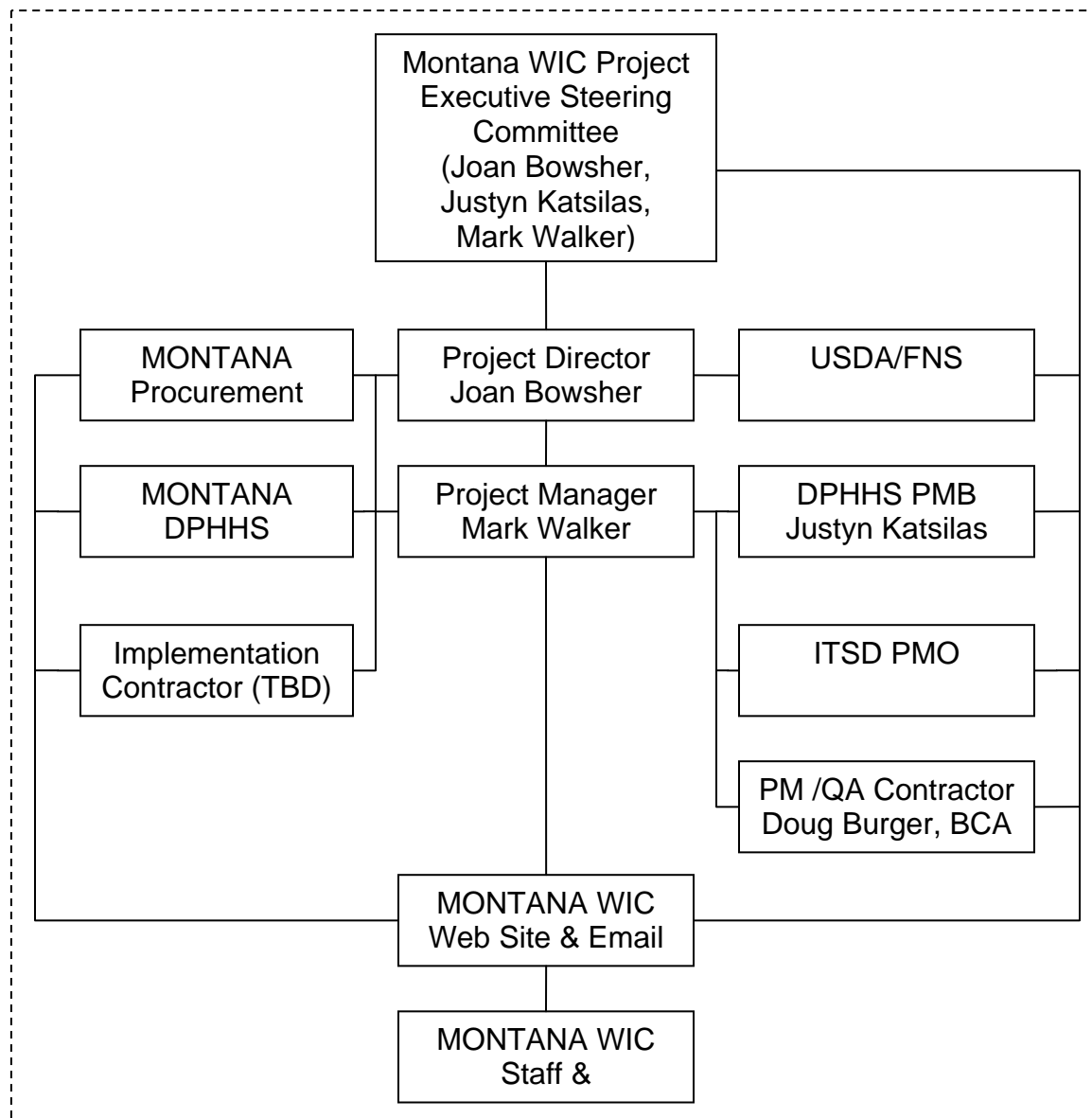
- Time Management;
- Cost Management;
- Quality Management;
- Human Resource Management;
- Communications Management including approach to interfaces with State and local agency staff, other project stakeholders, the MT WIC Project Manager, the PM/QA contractor, USDA/FNS, and the MT WIC Executive Steering Committee;
- Dispute Resolution;
- Response to Client Complaints;
- Status Reporting;

- Use of Work Breakdown Structure, Gantt Charts, PERT Charts and other Project Management Tools; and,
- Risk Management.

Offerors are encouraged to provide sample materials and examples from previous engagements of the use and application of these project management tasks and activities.

3.9.1 Management Resources. The WIC M-SPIRIT Project will involve State management executives, external QA and PM Personnel, external UAT Support, and other stakeholders that are responsible for the governance and management.

The following chart illustrates the State organization structure for the project.



3.9.2 Roles and Responsibilities of Agency Project Personnel

- The **Executive Steering Committee** includes program management staff from WIC and project management staff from the Technology Services Division (TSD). This committee is responsible for managing the requirements, scope, cost, risk, and schedule of the project. The committee has decision making authority that includes contracting, staffing, and funding.
- The **Project Director** will be responsible for ensuring the project is moving in the desired direction. This role will be responsible for making the final decisions regarding funding and staffing concerns. The Project Director will report to necessary State and Federal authorities as necessary on items such as project status, issues, and resolutions.
- The **Project Manager** will be responsible for guiding the project, staff (including contractor), and its tasks, and providing oversight to the project. This role will review and approve all deliverables, ensure the project is meeting the identified deadlines and specific requirements, and will work with the Contractor staff to identify and resolve any risks or issues.
- The **State Project Management Office** (ITSD PMO) is responsible for project oversight for major projects. Major projects are required to provide special reporting to the State PMO which is charged with reporting progress to the State CIO and to the Legislative Finance Committee.
- The **DPHHS Project Management Bureau** (DPHHS PMB) will provide assistance to the Project Manager and Contractor to ensure the project and its deliverables meet the standards dictated by the agency.
- The **PM/QA Contractor** will be responsible for assisting the Project Manager in guiding the project and its tasks, and providing oversight to the project. This role will assist in the review and approval of all deliverables, ensure the project is meeting the identified deadlines and specific requirements, and will work with the Contractor staff to identify and resolve any risks or issues. The PM/QA Contractor will provide expertise in relationship to the WIC SPIRIT System, and the deliverables and expectations of the project.
- The **USDA FNS** will ensure the activities, tasks, methodologies, and results of the project meet the necessary federal requirements, including those related to the approval and use of USDA funds for this project.

3.9.3 Involvement of Montana WIC staff

- WIC state agency staff will support the contractor as needed to ensure the transition meets Montana's needs. This includes reviewing/defining business rule decisions, food package definition, defining any other data needed to make the system work for Montana. WIC state agency personnel will also participate in user acceptance testing and provide expertise at service sites for a period of time after rollout.
- Selected WIC local agency staff will support the transition by participating in user acceptance testing and providing M-SPIRIT expertise at service sites for a period of time after rollout.

3.10 PROPOSAL STRUCTURE AND CONTENT

Please see Section 4 of this RFP.

3.11 EVALUATION OF PROPOSALS AND CONTRACT AWARD

The proposals will be evaluated on the following proposal sections:

- References;
- Resumes/Company Profile and Experience;
- Ability to Meet Project Scope and Timeline;
- Method of Providing Services;
- Cost Proposal.

Please see Section 6 of this RFP for detailed information on proposal evaluation process and scoring.

3.12 PROJECT TIMELINE

A detailed preliminary schedule is included in the statement of work titled “User Acceptance Testing Services for WIC SPIRIT Transfer and M-SPIRIT Implementation” (Appendix C) which is attached and hereby made part of this request for proposal.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME)" UNDERSTANDS AND WILL COMPLY IS NOT APPROPRIATE FOR THIS SECTION.**

(NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.1.1 References. Offeror shall provide a minimum of **3** references that are using supplies and/or services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last **5** years, has successfully **participated in User Acceptance Testing of a transferred system of similar size and complexity to the one referenced in this RFP. This includes planning user acceptance testing, writing testing scripts, and managing the conduct of the tests.** At a minimum, the offeror shall provide the company name, the location where the supplies and/or services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the service type and dates the services were provided. A resume or summary of qualifications, work experience, education, skills, industry certifications, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. In addition, the offeror must provide a detailed listing of all current obligations and assignments for proposed personnel including current percent FTE for each assigned project and expected end dates for engagements to which personnel are assigned.

4.1.3 Ability to Meet Project Scope and Timeline. Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Section 3 and below in Appendix C of this RFP.

- WIC/SPIRIT System Experience [Note: Direct SPIRIT and/or WIC system experience is not mandatory. However, Offerors demonstrating such experience in their proposals will receive additional credit during proposal evaluation. See Section 6 below.];
- User Acceptance Testing of SPIRIT or comparable system;
- Ability to meet the proposed schedule as set forth in Appendix C of this RFP;

4.1.4 Method of Providing Services. Offeror shall provide a Project work and management plan, including a detailed task plan and schedule, and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do; the timeframes necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3 and below in Appendix C of this RFP.

SECTION 5: COST PROPOSAL

Offerors must use the Cost Sheet provided below to submit their Cost Proposal. Prices for each line item Deliverable must be firm, fixed prices.

Cost Sheet for M-SPIRIT User Acceptance Test Support

Service/Deliverable		Cost
Project Support (SOW C.1.1)	Item 1: Project Initiation Meeting Memorandum of Understanding	
	Item 2: Project Plan	
	Item 3: Bi-Weekly Status (x months @ \$xxxx.xx/month)	
	Item 4: Work Plan and Schedule	
User Acceptance Test (SOW C.1.2)	Item 5: User Acceptance Test Plan	
	Item 6: User Acceptance Test Data	
	Item 7: Conduct User Acceptance Test	
	Item 8: Certification of System Readiness for Pilot	

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 2000 points.

The **Scope of Project, References, Resumes/Company Profile and Experience, Ability to Meet Project Scope and Timeline, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

References		5% of points for a possible 100 points	
Category		Section of RFP	Point Value
A.	References (Complete Contact Information Provided, Relative Quality of References)	4.1.1	100

Resumes/Company Profile and Experience		7.5% of points for a possible 300 points	
Category		Section of RFP	Point Value
A.	Years of Experience/Staff Qualifications	4.1.2	100
B.	Past Projects	4.1.2	100
C.	Staffing Plan	4.1.2	100

Ability to Meet Project Scope and Timeline		50% of points for a possible 700 points	
Category	Section of RFP	Point Value	
A. WIC/SPIRIT System Experience	4.1.3	200	
B. Testing of SPIRIT or Comp. System	4.1.3	200	
C. Ability to Meet Schedule	4.1.3	300	

Method of Providing Services		7.5% of points for a possible 200 points	
Category	Section of RFP	Point Value	
A. Methods & Management Plan	3.9 & 4.1.4	100	
B. Work Plan & Schedule	4.1.4	100	

Cost Proposal		30% of points for a possible 700 points	
Category	Section of RFP	Point Value	
A. Cost Proposal	5.0	750	

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 600. Offeror A's cost is \$100,000. Offeror B's cost is \$200,000. Offeror A would receive 600 points, Offeror B would receive 300 points ($\$100,000/\$300,000 = 50\% \times 600 \text{ points} = 300$).

Lowest Responsive Offer Total Cost

 x Number of available points = Award Points

This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer and ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Responses to RFPs, or portions thereof, received after the due time will not be considered.

FAILURE TO HONOR BID/PROPOSAL: If an offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of

God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES:

Warranty for Services:

The contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. State agrees to provide timely written notice of any failure to comply with this warranty so that the contractor can take corrective action.

Warranty for Software:

This warranty applies to software created, modified or specified by the contractor. It does not apply to 3rd party products specified by Montana and installed by the contractor.

Upon initial installation of the software, the contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation included on the contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

THESE WARRANTIES ARE THE STATE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APPENDIX B: INFORMATION TECHNOLOGY CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Cost/Price Adjustments
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer, and Subcontracting
8. Limitation of Liability
9. Required Insurance
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Intellectual Property/Ownership
13. Patent and Copyright Protection
14. Contract Performance Assurance
15. Contract Oversight
16. Contract Termination
17. Event of Breach – Remedies
18. Waiver of Breach
19. State Personnel
20. Contractor Personnel
21. Meetings and Reports
22. Contractor Performance Assessments
23. Transition Assistance
24. Choice of Law and Venue
25. Scope, Amendment, and Interpretation
26. Execution

User Acceptance Testing of the M-SPIRIT transfer system
(INSERT CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana Department of Public Health and Human Services, Public Health & Safety Division, Family and Community Health Bureau, Nutrition Section, Woman, Infants, and Children (WIC) program (hereinafter referred to as "the State"), whose address and phone number are 1400 Broadway Room C305, Helena MT, 59620, 406-444-4747, 406-444-0239 (FAX), and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon contract execution and terminate on July 9, 2010, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **one**-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not to exceed a total of **three** years, at the option of the State.

3. COST/PRICE ADJUSTMENTS

Cost Increase by Mutual Agreement. After the initial term of this contract, each renewal term may be subject to a cost increase by mutual agreement.

4. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State the services described in the Statement of Work contained in appendix C, attached to this contract.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the services requested the State shall pay according to the schedule defined in section 14.

5.2 Withholding of Payment. The State may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

6.2 Retention Period. The Contractor agrees to create and retain records supporting the transfer and enhancement of the SPIRIT system for the M-SPIRIT project for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA)

8. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the State Procurement Bureau, General Services Division, Department of Administration, Room 165, Mitchell Building, 125 North Roberts Street, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require certificates of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to the State Procurement Bureau, General Services Division, Department of Administration, Room 165, Mitchell Building, 125 North Roberts Street, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

12. INTELLECTUAL PROPERTY/OWNERSHIP

12.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the State for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the State by the Contractor under this contract or any program code, including site related program code, created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the "Work Product").

12.2 Title and Ownership Rights. The State shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

12.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

12.4 Copy of Work Product. The Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term or at the expiration or termination of all or part of the Contractor's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or as of such expiration or termination, as the case may be.

12.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the Contractor in connection with the services provided to the State (the

"Contractor Pre-Existing Materials") shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the State prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the State such Contractor Pre-Existing Materials, the Contractor shall grant the State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the State to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 12.3** or as may be expressly agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

13. PATENT AND COPYRIGHT PROTECTION

13.1 Third-Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. the State will promptly notify the Contractor of the claim in writing; and
- b. the State will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the State to participate in the defense and settlement of any such claim, at the State's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the State, its elected and appointed officials, agents or employees without the State's prior written consent.

13.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State agrees to return the product to the Contractor on written request. The Contractor will then give the State a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the State regarding a claim of infringement. The State is not precluded from seeking other remedies available to it hereunder, including **Section 8**, and in equity or law for any damages it may sustain due to its inability to continue using such product.

13.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the State provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the State did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the State; or
 - ii. where the claim would not have been brought except for such incorporation;
- b. the State's modification of a Work Product furnished under this contract;
- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

14. CONTRACT PERFORMANCE ASSURANCE

14.1 Payments. Payments to the Contractor will be based on completion and acceptance of each cost item listed in the cost proposal. Detailed specifications for each of these items and when the item will be considered complete and accepted are defined in the statement of work titled "User Acceptance Testing Services for WIC SPIRIT Transfer and M-SPIRIT Implementation" (Appendix C) which is attached and hereby made part of this contract.

14.2 Payment Holdbacks. The Contractor shall invoice for each monthly cost item at the monthly rate. The monthly cost item is item 3 in the cost proposal. The Contractor shall invoice for all other cost item less 10%. The total amount withheld will be paid to the contractor after the Certification of System Readiness for Pilot or Rollout has been accepted by the state.

15. CONTRACT OVERSIGHT

15.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

15.2 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

15.3 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

16. CONTRACT TERMINATION

16.1 Termination for Cause. The State or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to **Section 17, Event of Breach – Remedies.**

16.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

16.3 Noncompliance with Department of Administration Requirements. The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and

any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

16.4 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

17. EVENT OF BREACH – REMEDIES

17.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

17.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

18. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

19. STATE PERSONNEL

19.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Jackie Thiel
1 North Last Chance Gulch
Helena, MT 59620
Telephone Number: (406) 449-2134
Fax Number: (406) 444-4555
E-mail Address: jthiel@mt.gov

19.2 State Project Manager. The State Project Manager identified below will manage the day-to-day project activities on behalf of the State.

The State Project Manager for this contract is:

Mark Walker:
MT DPHHS/WIC Program
1400 Broadway
Helena , MT 59620
Telephone Number: (406) 444-0237
E-mail Address: mwalker@mt.gov

20. CONTRACTOR PERSONNEL

20.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

20.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

20.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

21. MEETINGS AND REPORTS

21.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, at no additional cost to the State, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

21.2 Progress Meetings. During the term of this contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

21.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the State, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the State prevent such performance.

21.4 State's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

22. CONTRACTOR PERFORMANCE ASSESSMENTS

22.1 Assessments. The State may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

22.2 Record. Completed assessments may be kept on record at the State's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

23. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without

interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

24. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

25. SCOPE, AMENDMENT, AND INTERPRETATION

25.1 Contract. This contract consists of **(insert number)** numbered pages, Appendix A, C and D, as attached, RFP0910032-JG as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work (Appendix C), 4) RFP0910032-JG as amended, and 5) the Contractor's RFP response, as amended.

25.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

26. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

Montana Department of Health and Human Services
1400 Broadway, Room C305
Helena MT, 59620

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)

FEDERAL ID #

BY: _____
Jane Smilie, Director, Public Health and Safety
Division

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Chief Information Officer (Date)
Department of Administration

APPENDIX C: STATEMENT OF WORK – USER ACCEPTANCE TESTING SERVICES FOR WIC SPIRIT TRANSFER AND M-SPIRIT IMPLEMENTATION

C.0 INTRODUCTION

C.0.1 Project Title.

User Acceptance Testing Services for WIC SPIRIT Transfer and M-SPIRIT Implementation.

This work is being performed under <Contract #> (the Contract).

This Statement of Work (SOW) is made and entered by and between Montana Department of Public Health and Human Services herein after referred to as the State and <Contractor> herein after referred to as Contractor. This SOW incorporates by reference the terms and conditions of the Contract in effect between the State and [Contractor]. In case of any conflict between this SOW and the Contract, the Contract shall prevail.

The Agency and Contractor agree as follows:

Project Manager – Contractor

The Contractor's Project Manager is:

<NAME>
<ADDRESS>
<PHONE>
<EMAIL>

Project Manager – Agency

The Agency's Project Manager is:

Mark Walker:
MT DPHHS/WIC Program
1400 Broadway
Helena , MT 59620
Telephone Number: (406) 444-0237
E-mail Address: mwalker@mt.gov

C.0.2 Background.

This Statement of Work is set forth for the purpose of providing a set of User Acceptance Testing services in support of implementing the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), Women Infants and Children (WIC) Program State Agency Model (SAM) transfer system, known as Successful Partners In Reaching Innovative Technology (SPIRIT). The new system will be known as Montana SPIRIT (M-SPIRIT). The transfer system has the following features:

- Modern Web (HTML/HTTP) technology
- Standard WIC data elements
- Open system architecture
- Modular components
- Compliance with Federal policy and regulations

The Link below provides detailed information about the USDA FNS WIC SAM transfers.

http://www.fns.usda.gov/apd/Library/WIC_SAM.htm

Successful Partners In Reaching Innovative Technology (SPIRIT) defines a consortium of agencies that took on the mission to design and build a SAM WIC information system that will meet the ongoing needs of all participating agencies and that can leverage combined resources for a cost effective solution. Chickasaw Nation in Oklahoma has been the lead agency for this consortium. Members include the following State agencies from Oklahoma and New Mexico: , Chickasaw Nation, Muscogee (Creek) Nation, Wichita Caddo Delaware (WCD) Enterprises, Otoe-Missouria, Inter-Tribal Council (ITC) of Oklahoma, Osage Nation and Choctaw Nation from Oklahoma; and Acoma Canoncito & Laguna Hospital (ACL), Zuni Pueblo, Santo Domingo Pueblo, Five Sandoval Pueblos, Eight Northern Pueblos, and San Felipe Pueblo from New Mexico. The resulting system (SPIRIT) has been fully developed and is now implemented in the 13 Indian Tribal Organizations (ITOs) of the consortium. Since the development of SPIRIT, Montana, Missouri and Arkansas have all been approved to transfer and implement a SPIRIT WIC information system by the FNS. It is planned that a SPIRIT System Users Group, comprised of representatives from each of the agencies selected to receive funding for the SPIRIT transfer, will be formed. It is anticipated that Montana will select a representative who will work with the SPIRIT System Users Group to manage change to the core SPIRIT system as a whole and the Montana WIC M-SPIRIT system.

This document will first describe general requirements and goals for the major activities of this project (C.1) and then continue with specific tasks and deliverables (C.2)

C.1 Requirements.

This User Acceptance Testing is part of a larger task of implementing a new MIS in Montana. The contractor shall coordinate data exchange and scheduling with Montana, the PM/QA contractor and the implementation contractor to ensure that all parts of the project can progress according to the master schedule.

Because this is a transfer system, User Acceptance Testing is focused on ensuring the environment that the system runs in (computers, servers, telecommunications etc.) has been configured and installed to maximize the usability of the system being transferred in. In addition, since system operation is dramatically affected by reference data, the User Acceptance Testing will ensure that data conversion, and other reference data is set up appropriately for Montana. The focus areas for testing are further defined in C.1.2. The contractor is expected to know SPIRIT program data design, system configuration and operation such that the tasks laid out

in this statement of work can be done efficiently, effectively and without error. The contractor must work with the implementation contractor to coordinate data exchange and scheduling to ensure the project gets completed on schedule.

Montana envisions the following activities in this project:

- a. Project Support (C.1.1)
- b. User Acceptance Test (C.1.2)

C.1.1 Project Support.

The contractor will produce necessary documentation to plan, communicate, manage, and archive results as defined in this section (C.1.1).

C.1.1.1 Project Initiation. The contractor must convene an initiation meeting at the MT WIC office. The contractor's project manager and other key contractor staff as deemed necessary by MT WIC plus the project management/quality assurance (PM/QA) contractor shall attend the meeting. The purpose of the meeting will be to review the project plan, schedule, and deliverables, and discuss the management of change orders. Within five working days of the meeting the contractor must deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the project initiation meeting.

Item 1: Project Initiation Meeting Memorandum of Understanding

An electronic document meeting the requirements of RFP section 3.8 is due 5 working days after conclusion of the project initiation meeting.

This activity is to be performed during the timeframe set out in the agreed upon project schedule.

Paid on acceptance of the MOU by Montana WIC

C.1.1.2 Bi-Weekly Status

The contractor must also participate in bi-weekly status meetings either in person or via conference call. The contractor is required to deliver a detailed status of their activities to the Montana Project Manager one day prior to each call, and then participate in each call. The meetings will be hosted by the Montana Project Manager.

The status report shall contain

- 1. Current Project Status
 - 1.1 Status of Project Activities
 - 1.2 Deliverables Provided this Reporting Period
 - 1.3 Deliverables Due Next reporting Period
 - 1.4 Events Next Reporting Period
- 2. Project Financial Status
 - 2.1 Financial Status Overview
 - 2.2 Detailed Budget Worksheet
- 3. Issues Pending Resolution

Item 2: Bi-Weekly Status

An electronic document meeting the requirements of RFP section 3.8 is due 1 working day prior to each status call.

This activity is to be performed during the timeframe set out in the agreed upon project schedule.

C.1.1.3 Project Plan.

The contractor must deliver a comprehensive project plan, describing in detail the contractor's approach to accomplishing all the required elements of this project. This deliverable is to be presented in the form of an Initial Draft and Final Version.

Item 3: Project Plan

An electronic document meeting the requirements of RFP section 3.8 in draft and then final version is due as per the agreed upon project schedule.

Paid on acceptance of the final version by Montana WIC

C.1.1.4 Work Plan and Schedule.

The contractor must deliver a work plan and schedule including Gantt charts and a project calendar in Microsoft Project, Adobe Acrobat and printed copy. The work plan shall reflect any changes from the plan submitted with the contractor's proposal that were discussed and agreed to during the project initiation meeting. The work plan must describe all tasks, the level of effort, time frames, costs, and responsibilities for the contractor in relation to the time frames and responsibilities of the PM/QA contractor, the implementation contractor and Montana staff. The work plan shall be maintained throughout the life of the project and shall be updated as necessary to reflect the accurate status of the project. The contractor's Final Work Plan and Schedule will be combined by the PM/QA contractor and MT WIC to generate an Integrated Master Schedule (IMS) for the project effort.

The final work plan and schedule must be provided for review and approval by the MT Project Manager and other MT WIC staff, as appropriate. The plan shall include complete and accurate task descriptions and dependencies. It shall also include a description of any known risk areas and the contractor's approach for mitigating the risks. The work plan shall be submitted in sufficient detail to afford MT WIC full visibility into the status of all project activities during the course of the project effort.

The contractor must provide as a component of the Final Master Work Plan and Schedule a comprehensive schedule for the project in both standard calendar and Gantt chart format for MT WIC's review and approval. It shall be developed in an automated project management package such as Microsoft Project and include the ability to calculate and display the critical path at any point in the project.

The schedule will incorporate all contractor requirements (deliverables and milestones) and MT WIC requirements such as review periods for deliverables, schedule of staff participation in deliverable review/design sessions, user acceptance testing, training sessions, and closure. The schedule must also take into account close coordination with the implementation contractor to ensure that data conversion, reference data, and UAT setup information is exchanged at strategic points in time.

This deliverable is to be presented in the form of an Initial Draft and Final Version.

Item 4: Work Plan and Schedule

An electronic document meeting the requirements of RFP section 3.8 in draft and then final version is due as per the agreed upon project schedule.

Paid on acceptance of the final version by Montana WIC. Contractor agrees that this document will be updated and maintained for the duration of the project.

C.1.2 User Acceptance Test

Since this is a transfer system, the contractor is **not** responsible for demonstrating that the M-SPIRIT program meets the DFDD. The contractor **is** responsible for designing a User Acceptance Test that demonstrates correctness of operations for Montana.

The contractor is responsible for providing testing scripts/instructions which demonstrate that:

- 1) Basic M-SPIRIT functionality works in Montana. This includes demonstrating that basic clinic and state office functionality can work using a basic scenario(s) to exercise critical functions of each module. Some of the areas specified below will be tested in great detail as part of data conversion testing, business rule testing and reference data testing. The contractor shall still include a basic test here in order to catch system configuration issues. At a minimum the following functionality must be exercised in a reasonable and common business context:
 - a. Clinic Operations
 - i. Participant transfers; both in and out of state
 - ii. Family Linking
 - iii. Pregnancy Information entry, viewing and update
 - iv. Demographic Information entry, viewing and update
 - v. Risk code assignment, both automatic and manual
 - vi. Medical information entry, viewing and update
 - vii. Referral entry, viewing and update
 - viii. Food Package assignment and tailoring
 - ix. Vena questions and answers
 - x. Check issuance
 - xi. Reporting
 1. Daily Roster by clinic, by staff, by appointment type
 2. Listing of Pregnant and Breastfeeding Women
 3. Missed appointments
 - xii. Appointment scheduling
 - xiii. Scanning
 - xiv. Growth Grid plotting on screen and printing
 - xv. Overall certification process
 - b. Vendor Operations
 - i. Vendor entry, viewing, and update
 - ii. Vendor approval process
 - iii. Price Survey entry. Viewing and update
 - iv. Fraud and abuse form (view what clinics enter and print form)
 - v. Assign vendor to peer group
 - vi. Formula Rebate (create invoice from test data)
 - c. Financial Operations
 - i. Generate a 798 report
 - ii. Generate a participation report, statewide and by clinic
 - d. Nutrition Operations
 - i. No specific operations needed for UAT
 - e. System Support Operations
 - i. Login
 - ii. Software Updates (this includes original install of an old version and then upgrade to a newer version)
 - iii. Clinic Information
 - iv. Local Agency information
 - v. Clinic Master Schedules
 - vi. Security Setup (entry of personnel and set up of privileges)
 - vii. End of Day operation
 - viii. End of Month operation
- 2) The data conversion is complete and correct. This entails a thorough test of all converted data items, all items that were automatically defaulted, and all plans to enter data missing from the system. This test must also ensure that missing data does not prevent system operations such as end of day processing, end of month processing, and a small set of reports that are defined to be critical. This test must also ensure that clinic operations and state office operations are not impeded by missing data except as defined

in missing data entry plans. The UAT of missing data will prove that the data entry plans meet their acceptance criteria. The acceptance criteria will be defined when the plan is created, and includes such parameters as frequency of need for the plan, ease of entry of the data, impact on clinic or state office operations.

- 3) The business rules work as expected. The contractor is **not** responsible for demonstrating that the business rules work according to the DFDD. The contractor is responsible for developing one or more business scenarios for each business rule (or set of business rules that work together to produce an end result or product) that demonstrates that the rule(s) achieve the intended business goal.
- 4) The system is capable of meeting the following performance specifications:
System response time during peak clinic and/or state level operation must be 6 seconds or less for 80 percent of the transactions submitted. This test must be run with 4 simultaneous users using coordinated test scripts at a location specified by the State. The State shall choose a location showing a tested internet upload speed between 400kbps and 1mbps. Response time is defined as the time elapsed after depressing an ENTER key (or clicking on a button that submits the screen for processing) until a response is received back on the same screen or a new screen is displayed.
Response times measured shall be representative of important or frequent activities in a normal clinic setting. These activities shall be mutually agreed upon between the contractor and the state.
- 5) Other reference data works as expected. The contractor will work with Montana to define the business goals for each reference data set and then design scenarios to prove that the system meets the business goals using the defined reference data. Data that falls into this category includes:
 1. Local Agency and Clinic data
 2. User Data
 3. Security Roles
 4. Risk Codes
 5. Food Package
 6. All other reference data not tested above.

C.1.2.1 User Acceptance Test Plan

The contractor shall deliver a User Acceptance Testing plan that meets the requirements stated above. This plan includes testing scenarios, testing scripts, and test sequences that will accomplish the testing goal. The testing scripts do **not** need to specify each keystroke for the operator. Enough information and appropriate data must be specified in the testing scripts to allow a trained (but not proficient) operator to execute the test appropriately. The testing scripts shall not require operators to enter data into the system unless it is relevant to the goal of the test. Wherever possible, the system shall be pre-populated with appropriate data. The testing scripts and sequences shall be written to be as time efficient as possible and tests shall be consolidated to reduce testing documentation and testing time. The original testing requirement in this SOW must be mapped to a test for traceability. Expected results and/or Pass/Fail criteria shall be specified for each test or script as appropriate so long as the testing achieves the goals specified in C.1.2.

Item 5: User Acceptance Test Plan

Printed and Electronic Documentation. These materials are to be delivered according to the timeframe set out in the agreed upon project schedule.

Paid on Montana WIC acceptance of the materials.

C.1.2.2 User Acceptance Test Data

For testing scripts that are dependent on data already in the system, the contractor shall input the data into the system. This may occur via user input or via some automated input. This contractor shall work with the implementation contractor to ensure that data can be restored such that the UAT can be restarted from strategic points in the test. These strategic points are to be mutually agreed upon by Montana WIC, the implementation contractor and this contractor.

Item 6: User Acceptance Test Data

These materials are to be delivered according to the timeframe set out in the agreed upon project schedule.

Paid on Montana WIC acceptance of Certification of Readiness for Pilot.

C.1.2.3 Conduct User Acceptance Test

Montana will provide testing personnel who have been trained in SPIRIT operation. Montana will have between 10 and 25 personnel trained in SPIRIT operations and ready for UAT. The contractor shall manage available UAT testers and resources to ensure that the UAT is performed in a thorough and efficient manner.

The contractor shall provide an application for the capture, reporting, and tracking of errors identified during UAT. The application may be a COTS product or a custom application provided by the developer. The reporting and tracking application must provide for the following data elements at a minimum:

- Test procedure name and number;
- System module under testing;
- Test round;
- Test date;
- Time the error appeared and was being written up;
- Error description;
- Error severity;
- Tester name;
- Clinic identification (or SA);
- Error attachments (screen shots, reports);
- contractor initial analysis and response;
- Work order number;
- Fix date;
- Regression test date;
- Test Director sign-off; and,
- Error closure date.

If at any time during the UAT, the percent of test procedures failed exceeds 20% (excluding cosmetic errors), the UAT will be halted, and the system returned to the implementation contractor for correction.

The UAT will not be considered complete until the system is capable of successfully processing the operations of all the UAT test procedures without significant (other than cosmetic) error or failure. After successful completion of the acceptance test, the contractor will provide Montana WIC with a formal assessment of the system's readiness for implementation. The UAT is completed with Montana WIC Executive Steering Committee formal acceptance of Certification of System Readiness for Pilot.

Item 7: Conduct User Acceptance Test

This activity is to be performed during the timeframe set out in the agreed upon project schedule.

Paid on Montana WIC acceptance of Certification of System Readiness for Pilot

C.1.2.4 Assessment and Certification of System Readiness for Pilot

The contractor shall collect, document, and evaluate the results of User Acceptance Testing.

Item 8: Certification of System Readiness for Pilot

An electronic document meeting the requirements of RFP section 3.8 is due as per the agreed upon project schedule.

Paid on Montana WIC acceptance of the materials.

The contractor may be asked during the UAT to incorporate additional test scenarios, documenting their inclusion and test results.

C.1.3 Additional Requirements if no Pilot is Conducted

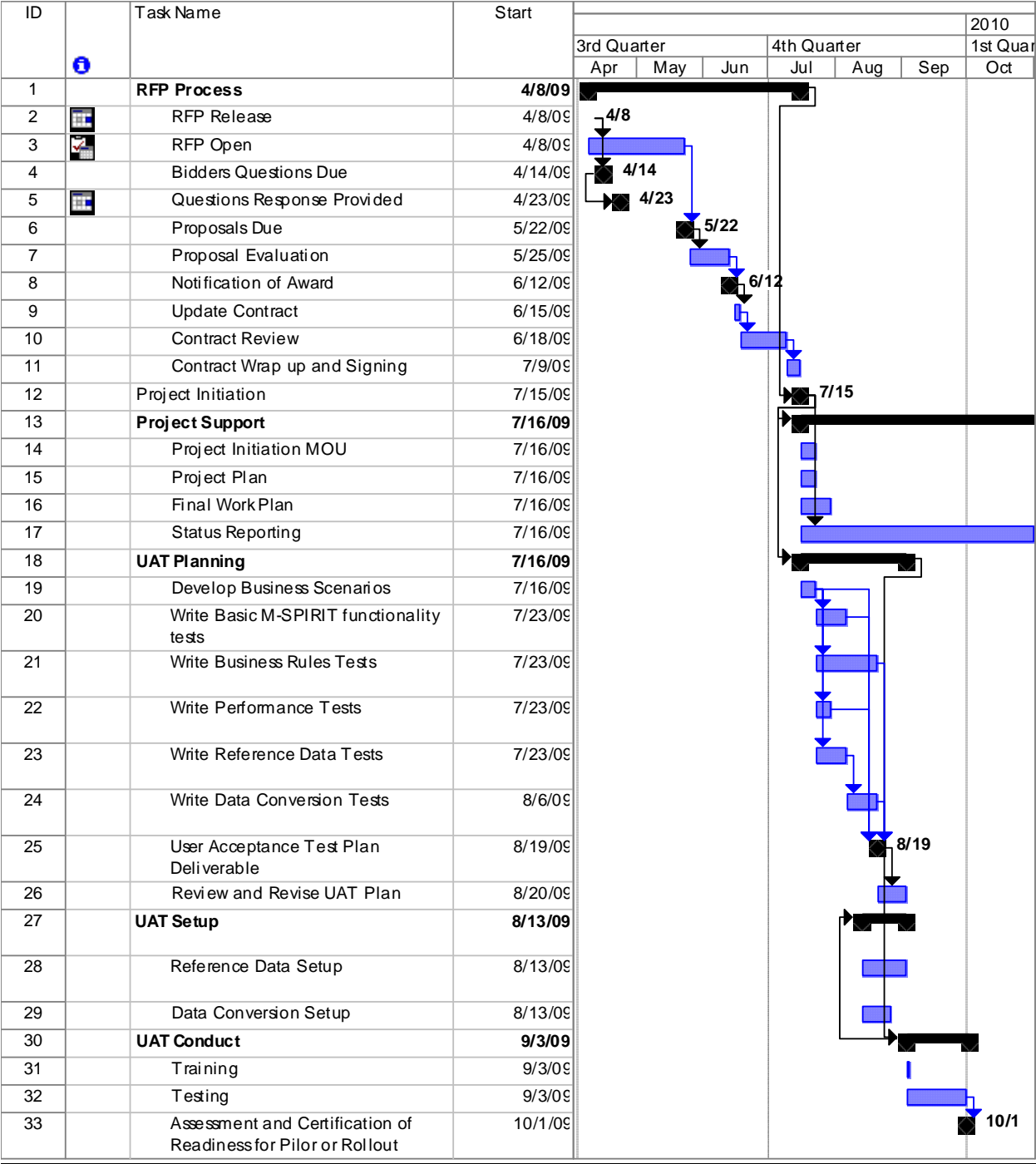
The decision of whether or not to conduct a pilot will be made before July 2009. If no pilot is conducted, the contractor shall incorporate the following into UAT planning and conduct.

- 1) The **Assessment and Certification of System Readiness for Pilot** shall become **Assessment and Certification of System Readiness for Rollout**. This document shall incorporate all of the original content of Item 8.
- 2) The schedule provided in this SOW is designed with the assumption that a Pilot will be conducted. In the event that the State chooses not to conduct a pilot, a new schedule will be negotiated with all contractors involved.

C.2 PRELIMINARY PROJECT SCHEDULE

The schedule provided below is based on MT WIC's best estimate of necessary duration of the major tasks and activities that must be conducted for successful accomplishment of this project. This schedule assumes that a pilot will be conducted. A new schedule will be negotiated if the State chooses to not conduct a pilot. The contractor must expand the schedule provided to include detailed scheduling of their activities corresponding to their work plan. The contractor may propose adjusting individual task dates as set forth in the preliminary schedule provided. MT WIC desires project initiation to occur as soon as contract approval is obtained.

Preliminary Project Schedule - Transfer and Implementation Services for WIC SPIRIT Transfer and M-SPIRIT Implementation



Execution/Signature Block

In Witness Whereof, the parties hereto, having read this SOW in its entirety, do agree thereto in each and every particular.

Approved

Approved

State of Montana, Department of Public
Health and Human Services

<Contractor>

Signature

Signature

Joan Bowsher

Print or Type Name

Print or Type Name

Supervisor, PHSD/FCHB/Nutrition Section

Title

Title

Date

Date

Signature

Dan Forbes

Print or Type Name

Chief, Information Systems Bureau

Title

Date

Approved

DPHHS/TSD

Signature

Ron Baldwin

Print or Type Name

Administrator, Technology Services

Division

Title

Date

Initial:

TSD Financial Officer

State CIO Approval and Signature

Project Title: Project Management for WIC SPIRIT Transfer and M-SPIRIT Implementation

ITSD#_____

The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Reviewed and Approved by:
Information Technology Services Division
Montana Department of Administration per MCA 2-17-512:

Dick Clark
Chief Information Officer (CIO)

Date:_____

APPENDIX D: FEDERAL SPECIAL PROVISIONS

The contractor must comply with the following provisions:

Compliance with Section 306 of the Clean Air Act

The Contractor and Subcontractors will comply with all requirements of Section 306 of the Clean Air Act, as amended, and all regulations and guidelines issued thereunder.

Compliance with Section 508 of the Clean Water Act

The Contractor and Subcontractors will comply with all requirements of Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.

Rights to Use of Software and Documentation Developed in the Project

The United States Department of Agriculture, Food and Nutrition Service (USDA/FNS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes the copyright for all software and documentation developed as work products of this project.

United States Department of Agriculture

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Submitted in response to MT DPHHS RFP **XXXXXXX**

Signature

Title

Company/Organization

Date

(Certification signature must be the same as Contract signature.)

United States Department of Agriculture
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower
Tier Covered Transactions

(Note: The phrase “prospective lower tier participant,” means providers under contract with the Department.)

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Title

Company/Organization

Date

(Certification signature must be the same as Contract signature.)

United States Department of Agriculture

Certification Regarding Drug-Free Workplace Requirements

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and,
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
- II. **The site(s) for the performance of work done in connection with the specific agreement are listed below:**
 1. _____
(Street address)

(City, county, state, zip code)

2. _____
(Street address)

(City, county, state, zip code)

Contractor will inform the Department of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment (Section 4 CFR Part 85, Section 85.615 and 86.620).

Submitted in response to MT DPHHS RFP **XXXXXXXXXX**

Signature

Title

Company/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENTS

Note-These documents are not available in this RFP. They can be found at the following links.

Attachment A: Legacy System Data Dictionary

<http://www.dphhs.mt.gov/PHSD/family-health/nutrition-wic/download/AttachmentA-LegacySystemDataDictionary.zip>

Attachment B: SPIRIT Specifications

<http://www.dphhs.mt.gov/PHSD/family-health/nutrition-wic/download/AttachmentB-SpiritSpecifications.zip>